

certified copy of said Deed of Trust being filed herewith as Complainants Exhibit "A" and prayed to be taken as a part hereof.

FOURTH: That New Land Investors, Inc. was dissolved on November 17, 1976; a copy of the Articles of Dissolution are attached hereto as Exhibit "B" and prayed to be taken as a part hereof.

FIFTH: That in liquidating the New Land Investors, Inc. a Deed dated February 2, 1977, recorded in Liber 1011, folio 39, one of the Land Records of Frederick County, Maryland, was executed granting the interest in said property of New Land Investors, Inc. as per the Deed of Trust dated October 15, 1975 to Urbana 80 Limited Partnership, grantee; a copy of said Deed is attached hereto as Exhibit "C" and prayed to be taken as a part hereof.

SIXTH: That on August 8, 1980 an Agreement of Memorandum of Understanding was executed by and between Leo L. Seligson and Urbana 80 Limited Partnership acknowledging the indebtedness to Leo Seligson in the total amount of Four Hundred Ten Thousand Six Hundred Thirty Dollars Twenty-three (\$410,630.23) plus accrued interest in accordance with certain promissory notes secured by the Deed of Trust dated October 15, 1975; a copy of said Agreement is attached hereto as Exhibit "D" and prayed to be taken as a part hereof.

SEVENTH: That Urbana 80 Limited Partnership has defaulted on the Deed of Trust and Agreement of Memorandum and Understanding and has a balance as set forth in the Statement of Indebtedness attached hereto as Exhibit "E" and prayed to be taken as a part hereof.

EIGHTH: That the Deed of Trust contains neither a Power of Sale nor a Assent to Decree in a foreclosure proceeding.

NINETH: That said Agreement of Memorandum and Understanding states that "in the event that any default is not cured, Eighty will not contest a foreclosure action". That "Eighty" therein refers to Urbana 80 Limited Partnership, the Defendant herein.

TENTH: That although the Defendant's have been notified of the default in writing, the said default has not been cured.

ELEVENTH: That although the Deed of Trust provides for the reconveyance